

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X
UNITED STATES OF AMERICA,

Plaintiff,

-against-

EDWARD VAYSMAN,

Defendant.
-----X

GLASSER, United States District Judge:

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ OCT 21 2010 ★

BROOKLYN OFFICE

ORDER
08 CR 466 (ILG)

In a plea agreement which the defendant signed below a certification that he “read the entire agreement and discussed it with [his] attorney” and “understood all of its terms and [entered] into it knowingly and voluntarily” he acknowledged that “he received money that is subject to forfeiture” and “consents to the entry of a forfeiture money judgment in the amount of \$6,000,000 . . . as property which constitutes or is derived from proceeds traceable to” violations of 18 U.S.C. § 1341 or § 1343 and/or pursuant to 21 U.S.C. § 853(p)” ¶ 5. In ¶ 7 of that agreement, the defendant agreed “that the above-referenced sum of money constitutes or is derived from proceeds that [he] obtained, directly or indirectly, as a result of [his] violation” of referenced statutes. In that ¶ he also agreed to the entry of an Order of Forfeiture.

At his sentencing, the Court noted the agreed upon \$6 million forfeiture which was a component of the plea agreement and acknowledged by the defendant without objection. Tr. at 18. The government did not have the Order of Forfeiture present for the Court’s signature and was directed to submit it upon notice to the defendant which it did. The Order is in accordance with the terms of the Plea Agreement. The Court received, immediately thereafter, via fax, a letter from the defendant objecting to the

amount of \$6,000,000 on the ground that the amount of loss found by the Court for the purpose of a Guidelines enhancement was less.

It would be an affectation of research to cite authority for the principles that plea agreements are contracts and governed by the law of contracts. The defendant knowingly and voluntarily agreed to the terms of the Plea Agreement having certified that he understood its terms and discussed them with his attorney. In consideration of his agreement, the government agreed that it will file no further criminal charges against the defendant for his fraudulent conduct regarding surplus monies remaining after foreclosure sales, fraudulent conduct regarding insurance policies and money laundering.

The defendant's agreement is specifically enforceable and his objection to the Order of Forfeiture is denied.

SO ORDERED.

Dated: Brooklyn, New York
October 19, 2010

S/ILG

I. Leo Glaßser